



### SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and Bill and Phyllis Sherbert, with reference to the following facts:

1. At all times mentioned herein, Bill and Phyllis Sherbert operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at 2056 12th Road, Clay Center, KS 67432
2. APHIS has documented evidence of Bill and Phyllis Sherbert's non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Bill and Phyllis Sherbert's failure to provide adequate veterinary care, housing, husbandry, exercise and identification for all dogs, as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40, 2.50, 3.1, 3.4, 3.11 and 3.8).
3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.
4. APHIS and Bill and Phyllis Sherbert have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. Bill and Phyllis Sherbert admit that the Secretary has jurisdiction in this matter, and waive oral hearing and further procedure.
6. Bill and Phyllis Sherbert consent and agree to the following:
  - a. Bill and Phyllis Sherbert agree to sell, donate, and/or transfer ownership and possession of any dogs on their premises, regardless of ownership, within



twelve (12) weeks from the date Bill and Phyllis Sherbert sign this Settlement Agreement.

b. Animal Care will, upon written request, grant an exemption for Bill and Phyllis Sherbert to retain a reasonable number of dogs that are maintained for their own personal use and enjoyment, provided that the laws of the jurisdiction where Bill and Phyllis Sherbert live allow them to keep the animals.

c. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dog that Bill and Phyllis Sherbert hold at the time Bill and Phyllis Sherbert sign this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.

d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals present at Bill and Phyllis Sherbert's facility within twelve (12) weeks from the date Bill and Phyllis Sherbert sign this Settlement Agreement to verify compliance with paragraph (a) above. Bill and Phyllis Sherbert shall not unreasonably withhold their consent to a time and date for Animal Care to conduct the inventory. Bill and Phyllis Sherbert shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date Bill and Phyllis Sherbert sign this Settlement Agreement.

e. As of the date Bill and Phyllis Sherbert sign this Settlement Agreement, AWA license 48-A-2069 is hereby revoked.

f. Bill and Phyllis Sherbert and any partnerships, firms, corporations or other legal entities that they control or in which they have a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act



(7 U.S.C. § 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 2056 12th Road, Clay Center, KS 67432

7. Bill and Phyllis Sherbert consent and agree that their failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Bill and Phyllis Sherbert based upon the non-compliant items documented at 2056 12th Road, Clay Center, KS 67432, in connection with animal welfare investigation KS10030-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Bill and Phyllis Sherbert's agreements and actions described in paragraph 6 above, and the promises and admissions of Bill and Phyllis Sherbert set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Bill and Phyllis Sherbert in connection with the alleged AWA violations documented in animal welfare investigation KS10030-AC.

APHIS and Bill and Phyllis Sherbert warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.



Bill and Phyllis Sherbert

Signature

Date: 1-23-2013

U.S. DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signature:

Robert J. 

*Atty* Director

Investigative and Enforcement Services  
Animal and Plant Health Inspection Service  
United States Department of Agriculture

Date: 1/29/2013